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SURFACE TRANSPORTATION
BOARD

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1301 K STREET, N.W.
SUITE 600, EAST TOWER
WASHINGTON, D.C. 20005

December 11, 1998

(202) 408-6400
FACSIMILE
(202) 408-6399

DIRECT LINE
(202) 408-6351

By Hand

Hon. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W., Room 714
Washington, D.C. 20423-0001

RECORDATION NO. 21792-A

FILED

DEC 11 '98

11-50AM

RECORDATION NO. 21792-B

FILED

DEC 11 '98

11-50AM

Dear Secretary Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11301(a) are two (2) original copies of the following two documents, which should be recorded as *secondary* documents under STB Recordation No. 21792 (we believe that the next two numbers are 21792-A and 21792-B):

- (1) Memorandum of Lease of Railroad Equipment (Fina Trust 98), dated December 10, 1998, which we believe should be recorded as No. 21792-A, and
- (2) Memorandum of Trust Indenture and Security Agreement (Fina Trust 98), dated December 10, 1998, which we believe should be recorded as No. 21792-B.

The names of the parties to the enclosed (and certain related) documents are:

Lessor: First Security Bank, National Association, not in its individual capacity but solely as Owner Trustee under that certain Amended and Restated Trust Agreement (FINA Trust 98) dated as of December 10, 1998, between General Electric Railcar Services Corporation and First Security

Owner Participant: General Electric Railcar Services Corporation, Owner Participant under that certain Amended and Restated Trust Agreement (FINA Trust 98) dated as of December 10, 1998
33 West Monroe Street
Chicago, Illinois 60603

Lessee: Fina Oil and Chemical Company
6000 Legacy Drive
Plano, Texas 75024

Indenture Trustee: First National Bank of Maryland, as Indenture Trustee under that certain Trust Indenture and Security Agreement (Fina Trust 98), dated as of December 10, 1998

Hon. Vernon A. Williams

December 11, 1998

Page 2

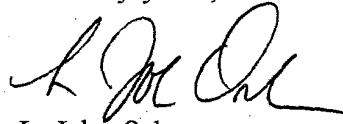
A description of the railroad equipment covered by the enclosed documents is as follows:

<u>Number</u>	<u>Type</u>	<u>Identifying Marks</u>
850	Plastic Pellet Hopper Plastic Railcars	FINX 10001 through FINX 10850, inclusive
350	Plastic Pellet Hopper Plastic Railcars	FINX 50001 through FINX 50350, inclusive

Included in the property covered by the aforesaid Trust Indenture and Security Agreement (Fina Trust 98) are not only the particular railroad equipment described above, but also **ALL REPLACEMENTS THEREOF AND SUBSTITUTIONS THEREFOR IN WHICH THE OWNER TRUSTEE SHALL FROM TIME TO TIME ACQUIRE AN INTEREST** as provided in the Indenture and in the Lease.

Also enclosed is a check in the amount of \$52.00, payable to the order of the Surface Transportation Board, which covers the required recordation fees. Kindly return one stamped copy of the enclosed document to the undersigned.

Sincerely yours,



L. John Osborn

Enclosures

DEC 11 '98

11-50AM

FINA TRUST 98

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT (FINA TRUST 98) dated December 10, 1998, between First Security Bank, National Association, not in its individual capacity, but solely as trustee under the Amended and Restated Trust Agreement (FINA Trust 98) (the "*Trust Agreement*") dated as of December 10, 1998 with General Electric Railcar Services Corporation (in such capacity, the "*Owner Trustee*"), and First National Bank of Maryland, as indenture trustee (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, the Trust Agreement amends, restates and supersedes that certain Trust Agreement, dated as of November 16, 1998, between the Owner Trustee and General Electric Railcar Services Corporation, and

WHEREAS, the Owner Trustee and the Indenture Trustee are entering into that certain Trust Indenture and Security Agreement (FINA Trust 98) dated as of December 10, 1998 (the "*Trust Indenture*"), as supplemented by Trust Agreement and Indenture Supplements (the terms of each of which are incorporated herein by reference; and the Trust Indenture as so supplemented being herein called the "*Indenture*"), pursuant to which the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participant and the Note Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property, rights, interests and privileges, other than Excluded Payments and Excepted Rights (which collectively, excluding Excluded Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Trust Agreement and Indenture Supplements or any mortgage supplemental hereto, are included within the Trust Indenture Estate), to wit:

(1) the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Fina Oil and Chemical Company (the "*Lessee*") shown in said Schedule A and in the Trust Agreement and Indenture Supplements (the "*Equipment*"), and ALL REPLACEMENTS THEREOF AND SUBSTITUTIONS THEREFOR IN WHICH THE OWNER TRUSTEE SHALL FROM TIME TO TIME ACQUIRE AN INTEREST as provided in the Indenture and in the Lease (referred to below), all as more particularly described in the Trust Agreement and Indenture Supplements to the Indenture executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and all records, logs and other documents at any time maintained with respect to the foregoing property;

FINA TRUST 98

(2) the Lease of Railroad Equipment (FINA Trust 98) (the "*Lease*") dated as of December 16, 1998, and Lease Supplements thereto, each between the Lessee and the Owner Trustee, and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, the Purchase Agreement Assignments, the Consents and the Bills of Sale, including without limitation, in the case of each such Operative Document, (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to the Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of the Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of the Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of the Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from the Lessee in respect of any determination of invalidity of any such document;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with the Indenture Trustee by or for the account of the Owner Trustee pursuant to any term of any Operative Document and held or required to be held by the Indenture Trustee hereunder; and

(6) all proceeds of the foregoing;

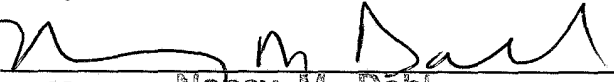
BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excluded Payments and Excepted Rights, and the rights to enforce and collect the same, and SUBJECT TO the rights of the Owner Trustee and the Owner Participant under Section 6.10 of the Indenture, AND FURTHER SUBJECT TO all other exclusions and exceptions specified in the Indenture;

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

FINA TRUST 98

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual capacity,
but solely as trustee, as aforesaid

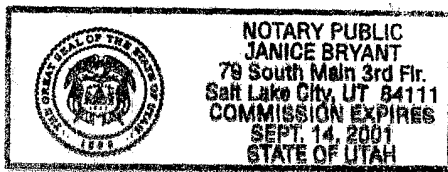
By: 
Name: Nancy M. Dahl
Title: Vice President

FIRST NATIONAL BANK OF MARYLAND, as
Indenture Trustee

By: _____
Name: _____
Title: _____

STATE OF Utah)
) SS.:
 COUNTY OF Salt Lake)

On this 10th day of DECEMBER, 1998, before me personally appeared, to me personally known, who, by me being duly sworn, says that he/she is Nancy M. Dahl VICE PRESIDENT of First Security Bank, National Association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



Janice Bryant
 Notary Public

My commission expires

STATE OF _____)
) SS.:
 COUNTY OF _____)

On this _____ day of _____, 1998, before me personally appeared, to me personally known, who, by me being duly sworn, says that he/she is _____ of _____, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

 Notary Public

My commission expires

FINA TRUST 98

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual capacity,
but solely as trustee, as aforesaid

By: _____
Name: _____
Title: _____

FIRST NATIONAL BANK OF MARYLAND, as
Indenture Trustee

By: Robert D. Brown
Name: Robert D. Brown
Title: Vice President

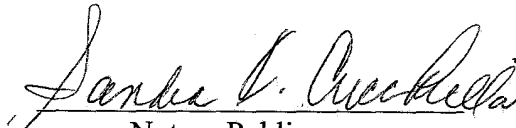
FINA TRUST 98

STATE OF MARYLAND)

: ss:

COUNTY OF BALTIMORE)

On this 10th day of December, 1998, before me personally appeared Robert D. Brown to me personally known, who, by me being duly sworn, says that he is a Vice President of The First National Bank of Maryland, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Notary Public

My commission expires: 5/1/2002

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FINA TRUST 98

**Schedule A to
Memorandum of Indenture**

(FINA TRUST 98)

<u>Description</u>	<u>Fina Equipment Numbers</u>	<u>Manufacturer Serial Numbers</u>
Eight hundred fifty (850) Trinity Industries, Inc. Plastic Pellet Hopper Railcars	FINX 10001 through FINX 10850, inclusive	FINX 10001 through FINX 10850, inclusive
Three hundred fifty (350) Union Tank Car Company Plastic Pellet Hopper Railcars	FINX 50001 through FINX 50350, inclusive	FINX 50001 through FINX 50350, inclusive

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

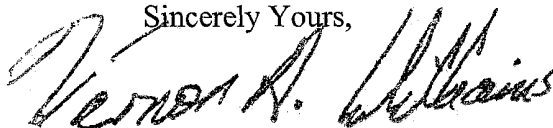
L. John Osborn
Sonnenschein Nath & Rosenthal
1301 K Street, NW., Ste. 600, East Tower
Washington, DC., 20006

Date: 12/11/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3(c), on 12/11/98 at 11:50AM , and
assigned recordation number(s). 21792-A and 21792-B.

Sincerely Yours,



Vernon A. Williams

Enclosure(s) (2)

52.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----

